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Title: **Endicott, Village of and Council 66, AFSCME, AFL-CIO, Local 826 (1997)**

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Union: **Council 66, AFSCME, AFL-CIO**

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VILLAGE OF ENDICOTT
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Endicott, Village Of And Afsme
Local 826 (Dpw/Water/Parks Depts)

FEB 9 1999

AGREEMENT

between

VILLAGE OF ENDICOTT

and

AMERICAN FEDERATION OF STATE, COUNTY
AND MUNICIPAL EMPLOYEES, AFL-CIO
COUNCIL 66

Public Works / Water / Parks Department Employees



NYS PUBLIC EMPLOYMENT
RELATIONS BOARD
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JUL 22 1999

EXECUTIVE DIRECTOR

JUNE 1, 1997 THROUGH MAY 31, 2000

No of unit Employees 33

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This is an AGREEMENT entered into by and between the Village of Endicott, New York, hereinafter referred to as the Employer and Local 826 of the American Federation of State, County and Municipal Employees, AFL-CIO, and AFSCME Council 66 hereinafter referred to as the Union, under Article 14 of the Public Employees Fair Employment Act of the State of New York.

PURPOSE AND INTENT

The general purpose of this AGREEMENT is to set forth terms and conditions of employment, and to promote orderly and peaceful labor relations for the mutual interest of the Employer, the Employees and the Union. The parties recognize that the interest of the community and the job security of the employees depend upon the Employer's success in establishing a proper service to the community. To these ends, the Employer and the Union encourage to the fullest degree, friendly and cooperative relations between the respective representatives at all levels and among all employees.

IT IS UNDERSTOOD BY AND BETWEEN THE PARTIES THAT ANY PROVISION OF THIS AGREEMENT REQUIRING LEGISLATIVE ACTION TO PERMIT ITS IMPLEMENTATION BY AMENDMENT OF LAW OR BY PROVIDING THE ADDITIONAL FUNDS THEREFORE, SHALL NOT BECOME EFFECTIVE UNTIL THE APPROPRIATE LEGISLATIVE BODY HAS GIVEN APPROVAL.

ARTICLE I RECOGNITION

The Employer recognizes the Union as the sole and exclusive bargaining agent for the purpose of establishing salaries/wages, hours and other conditions of employment for the term of this AGREEMENT for all employees of the Employer in the Departments of Water, Streets, Parks, Maintenance Workers at the Golf Course and Designated Mechanics at the Centralized Garage. Bargaining unit members shall not include clerical, supervisory, seasonal and temporary employees.

ARTICLE II UNION SECURITY

SECTION 1. CHECK-OFF OF UNION DUES

a. All employees covered by this Agreement who are members of the Union shall tender their membership dues to the Union by signing the authorization for payroll deduction of Union Dues provided by the Union subject to the terms and conditions thereon.

b. The Employer agrees to deduct Union membership dues in accordance with the amount certified by the Union to the employer and to maintain such dues deductions in accordance with the terms and conditions of the form of authorization for payroll deduction of union dues form provided by the Union from the pay of all employees who have executed such authorization for payroll deduction of Union dues.

c. Payroll deduction of Union dues under the properly executed Authorization for Payroll Deduction of Union Dues forms shall become effective at the time the form is signed by the employee and shall be deducted by the next full pay period and each pay period thereafter from the pay of the employee.

d. The aggregate total of all such deductions shall be remitted each month to the designated financial officer of the Union together with a list from whom dues have been deducted on or before the tenth (10th) of every such month.

e. Any change in the amount of Union Dues to be deducted must be certified by the Union in writing and be forwarded to the Employer.

SECTION 2. BULLETIN BOARDS

a. The Employer agrees to provide a 3' x 4' bulletin board for the exclusive use of the Union to post notices and other Union information at each work installation. It is understood that the posting of items of a political or controversial nature which may embarrass or demean the Employer shall be prohibited.

SECTION 3. ACCESS TO PREMISES

The Employer agrees to permit representatives of the International Union, the Union Council and the Local Union to enter the premises of the Employer to discuss working conditions with employees, investigate grievances and conduct safety inspections in accordance with the terms and conditions herein. It is understood that such access shall not unduly interfere with the work performance of employees and shall only be done with prior notice by the Union and approval of the Employer.

SECTION 4. AID TO OTHER UNIONS

The Employer agrees there will be no aid, promotion or financing of any other labor group or organization concerning bargaining unit employees covered by this Agreement which purports to engage in collective bargaining on the part of the Employer or those designated as his representatives or subordinate staff for any purpose, and that the payroll deduction of dues for any such other organization shall not be permitted within this bargaining unit.

ARTICLE III HOURS OF WORK

SECTION 1. WORK DAY

The regularly scheduled workday will be Monday thru Friday as follows:

Parks -	7:00 a.m. to 3:30 p.m.
Golf Course -	7:00 a.m. to 3:30 p.m.
Street Department -	7:00 a.m. to 3:30 p.m.
Water Department (Service) -	7:30 a.m. to 4:00 p.m.
Water Department (Pump Station) -	four 10 hour days - 40 hours per week - 7 days a week operation
Centralized Garage -	7:00 a.m. to 3:30 p.m.,

Current and past practices and flexibility to accommodate the special needs of the departments shall continue.

SECTION 2. REGULAR HOURS

a. The regular hours of work each day shall be consecutive. References to consecutive hours of work in the balance of this Article shall be construed to be exclusive of lunch periods.

b. Lunch periods shall be 30 minutes in length. Employees shall punch out and in for lunch periods.

SECTION 3. WORK WEEK - FOR O.T. PURPOSES

The work week is from 12:01 Sunday through 12:00 midnight Saturday.

SECTION 4. WORK SCHEDULE

a. Work schedules showing the employee's shifts, workdays and hours shall be given to stewards for posting per stewards written request.

b. Pumping station employees may have their work schedules and shift schedules rotated among the employees in the department.

c. All employees work schedules shall provide for a fifteen (15) minute rest period during each one-half shift.

SECTION 5. CLEAN-UP TIME

Employees shall be granted ten (10) minutes for personal clean-up prior to the lunch period and ten (10) minutes prior to the end of the work day.

ARTICLE IV HOLIDAYS

SECTION 1. HOLIDAYS RECOGNIZED AND OBSERVED

a. The following days shall be recognized as paid holidays and shall be observed in accordance with the official Village calendar:

NEW YEAR'S DAY
PRESIDENTS' DAY
GOOD FRIDAY
MEMORIAL DAY
INDEPENDENCE DAY
LABOR DAY

COLUMBUS DAY
THANKSGIVING DAY
DAY AFTER THANKSGIVING
CHRISTMAS HOLIDAY
CHRISTMAS DAY HOLIDAY

b. The Day After Thanksgiving shall be a floating holiday which the employee may elect to take on another day at the employee's option.

c. Should it be necessary to limit the number of employees who may desire to take a floating holiday at a given date, seniority shall prevail in the choice of such day. (Senior employee first choice).

d. If Christmas Eve falls on a Saturday, then Refuse Workers shall work the preceding Friday (holiday) at time and one-half rate paid in addition to their regular day's pay.

e. Regular shift workers will receive the day off with pay. Workers in operations requiring twenty four (24) hour coverage, all year, will be eligible for the eleven (11) holidays as described in this article. If a holiday is observed on an employee's scheduled day off or during his vacation, he shall be given a lieu day for that day.

SECTION 2. HOLIDAY PAY

Eligible employees who perform no work on a holiday shall be paid one (1) day's pay for each of the holidays listed on which they perform no work.

SECTION 3. HOLIDAY WORK

If an employee works on any of the holidays listed, he shall be paid in addition to his regular rate of pay for that day time and one-half (1-1/2) for all hours worked.

SECTION 4. HOLIDAY HOURS FOR OVERTIME PURPOSES

For the purpose of computing overtime, all holiday hours (worked or unworked) for which an employee is compensated, shall be regarded as hours worked.

SECTION 5. HOLIDAY DURING VACATION PERIODS

If a holiday occurs during the calendar week in which a vacation is taken by an employee, the holiday will not be counted as a vacation day. The employee will receive the paid holiday as if he were actively working.

If an employee works on Presidents' Day or Columbus Day, such employee shall have the choice between being paid one (1) day's pay at his/her regular rate of pay and time and one-half (1-1/2) for all hours worked or being paid time and one-half (1-1/2) for all hours worked and receiving a lieu day. Employees may carry accrued lieu days over to the following year for a period of six (6) months.

ARTICLE V VACATIONS

SECTION 1. CHOICE OF VACATION

a. Vacation shall be granted at the time requested by the employee. If the nature of the work makes it necessary to limit the number of employees on vacation at the same time, the employee with the greater seniority shall be given his choice of vacation period in the event of any conflict over vacation period. It is understood that the employer when necessary can limit to one (1) the number of employees in a department on vacation at any one time.

SECTION 2. WORK DURING VACATION PERIOD

No employees shall be required to work during his vacation period except for a legally declared civil emergency.

SECTION 3. ADVANCE PAYMENT OF VACATION TIME

An employee with five (5) years service with the employer shall be allowed when thirty (30)

days notice is given, to be paid in advance of time taken for vacation periods of two weeks or more.

SECTION 4. VACATION RIGHTS IN CASE OF LAYOFF OR SEPARATION

a. Any employee who is laid off, retired or separated from the service of the Employer for any reason, except discharge with cause, prior to taking his vacation, shall be compensated in cash for the unused vacation he has accumulated at the time of separation.

b. In the case of the death of such an employee, such payment shall be made to his estate.

SECTION 5. VACATION SCHEDULE

All members who are employed shall receive vacation benefits as described below:

Full time employees will be eligible for paid vacation time.

SECTION 6. DEFINITION

A vacation day is computed on the basis of the number of hours the employee works on a regular daily basis during THE WORK YEAR.

SECTION 7. APPROVAL

a. Vacations must be approved in advance by the immediate supervisor. A request must be made in writing at least two (2) weeks prior to the beginning of a vacation period of four days or more.

b. The supervisor shall respond in writing to the request no later than five (5) working days after its receipt. If no response is given, the request will be deemed to be granted.

c. Requests for one (1) through four (4) days of vacation may be made at any time, but may be denied by the immediate supervisor if the department's work load requires an employee's presence. These requests will be made as follows:

Employees will make every effort to request 1-4 days of vacation at least one day before the intended vacation day(s) during the normal work hours. In the event that emergencies arise during non work hours prior to 6:30 a.m. of the vacation day, and vacation time has not been requested, the employee(s) will telephone their department and make the request for vacation time on a telephone answering device.

In situations where the supervisor requires the employee's attendance for work, the supervisor will contact the employee(s) with the information that the vacation request is not granted. If the

AGREEMENT
between
VILLAGE OF ENDICOTT
and
AFSCME LOCAL 826, COUNCIL 66, AFL-CIO

WHEREAS, the Village of Endicott (hereinafter the "Village") and AFSCME Local 826, Council 66, AFL-CIO (hereinafter the "Union") are signatories to a Collective Bargaining Agreement (hereinafter the "Agreement") dated June 1, 1997 through May 31, 2000;

WHEREAS, the Union filed a grievance on behalf of Richard Mastrocova on March 13, 1998, Charles Freiburger on June 11, 1998 and Steven Lamoreaux on June 29, 1998 over the entitlement of vacation;

WHEREAS, the Village denied the aforementioned grievances;

WHEREAS, the grievances were consolidated and submitted to arbitration;

WHEREAS, an arbitration hearing was duly held on November 2, 1998;

WHEREAS, Arbitrator James R. Markowitz issued an award on January 10, 1999 for Case No. PERB A98-062;

WHEREAS, the parties have met to discuss the award and resolved the make whole part of the award;

WHEREAS, the parties are now desirous of reconciling the Agreement with the Arbitrator's award as pertains to vacation entitlement.

THE PARTIES HEREBY AGREE AND COVENANT THAT ARTICLE V SECTION 8 OF THE AGREEMENT, VACATION ENTITLEMENT DAYS, SHALL BE MODIFIED TO READ AS BELOW:

New hires shall receive two (2) weeks [ten (10) work days] immediately upon their one (1) year anniversary.

Thereafter, vacation will be delegated on January 1 of each year for payroll accounting purposes and convenience. Vacation must be used by December 31 of each year. The following schedule shall apply for determining vacation entitlement:

Two (2) weeks [ten (10) work days] after completion of one (1) work year through and including *completion of* four (4) work years of employment.

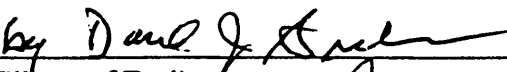
Three (3) weeks [fifteen (15) work days] after completion of five (5) work years

through and including *completion of nine (9) work years of employment.*

Four (4) weeks [twenty (20) work days] after completion of ten (10) work years through and including *completion of twenty-nine (29) work years of employment.*

Five (5) week [twenty-five (25) work days] after *completion of thirty (30) work years and over of employment.*

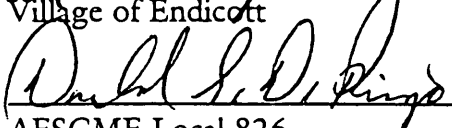
Members entitled to an extra week of vacation as of the commencement of their 6th, 11th, 31st year will be entitled to this extra week of vacation on *their anniversary date and completion of their 5th, 10th, or 30th work year.*



Village of Endicott

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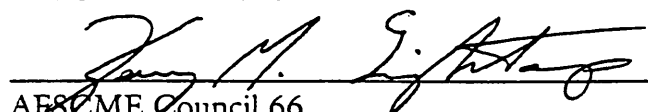
Date



AFSCME Local 826

6/28/89

Date



AFSCME Council 66

6/25/99

Date

EXAMPLE:

	Hire Date
June 1, 1990	
June 1, 1991	1 year anniversary - 2 weeks
January 1, 1992	2 weeks
January 1, 1993	2 weeks
January 1, 1994	2 weeks
January 1, 1995	2 weeks
June 1, 1995	1 additional week
January 1, 1996	3 weeks
January 1, 1997	3 weeks
January 1, 1998	3 weeks
January 1, 1999	3 weeks
January 1, 2000	3 weeks
June 1, 2000	1 additional week
January 1, 2001	4 weeks
etc.	

employee(s) is not contacted by 7:00 a.m. of the vacation day, the request will be deemed granted.

The supervisor or his designee and a steward assigned by the Union will turn on the answering machine at the end of each work day and verify its operation.

SECTION 8. VACATION ENTITLEMENT DAYS

completion
Two (2) weeks [ten (10) work days] after completion of one (1) work year through and including four (4) work years of employment.

Three (3) weeks [fifteen (15) work days] after completion of five (5) work years through and including nine (9) work years of employment.

Four (4) weeks [twenty (20) work days] after completion of ten (10) work years through and including twenty-nine (29) work years of employment.

Five (5) weeks [twenty-five (25) work days] after completion of thirty (30) work years and over of employment.

Vacation will be delegated on January 1, of each year. *for payroll accounting convenience*
Vacation must be used by December 31, of each year. Members entitled to an extra week of vacation as of the commencement of their 6th, 10th or 30th year will be entitled to this vacation on *completion* ~~January 1~~ of that year. *extra week of* ~~their 5th, 10th, or 30th work years~~ *their anniversary date and completion of their 5th, 10th, or 30th work years respectively*

SECTION 9. FULL MONTH CREDIT

Full month credit (1/12) will be allowed only if the employee works one-half of the workdays in the month, plus one day of the available actual workdays of the ~~first or~~ last month (entrance/separation) ~~whichever applies~~.

SECTION 10. VACATION UPON SEPARATION FROM SERVICE

Paid vacation days will be due upon termination on the basis of 1/12 of the allotted days (10) or (20) times month(s) worked during the last calendar year of employment. Other vacation time due upon termination will be that which was accrued from the previous year, but not taken from January to date of separation. In the case of death of such an employee, such payment shall be made to his estate.

SECTION 11. VACATION - PAID HOLIDAY

A paid holiday which falls during a vacation period will not count as a vacation day. The day will count as a paid holiday.

ARTICLE VI SICK LEAVE

SECTION 1. ALLOWANCE

All employees covered by this Agreement shall be granted sick leave with pay up to one (1) working day a month or twelve (12) working days in any calendar year on account of personal sickness... personal physical disability; exposure to contagion or visits by reason of making medical visits which cannot be scheduled during non-working hours. Such sick leave with pay shall be granted by the Department Head.

SECTION 2. ACCUMULATION OF SICK TIME

The twelve (12) working days per calendar year allowed such employees for such sick leave with pay, if not taken or used in any calendar year, the amount or number of days not so taken or used shall be accumulated from year to year and used, if needed, up to a total of one hundred and fifty (150) working days. Such accumulation will include all accumulated time from original date of hire.

SECTION 3. LIMITATION OF SICK LEAVE WITH PAY

All employees who have accumulated sick leave with pay, as hereinbefore provided, by virtue of employment or service with the Village of Endicott shall, during such sickness or disability, be granted sick leave with pay to the extent of the unused sick leave time which he has accumulated, but no sick leave with pay shall be granted to any such person in excess of one hundred and fifty (150) working days except as otherwise specified in this Agreement.

SECTION 4. SICK LEAVE WITH PAY BECAUSE OF EXPOSURE TO CONTAGION

Any employee isolated or quarantined because of exposure to a communicable disease, other than in the line of duty, shall for the purpose of these regulations be considered absent because of sickness and shall be granted sick leave with pay during such isolation or quarantine to the extent of his or her accumulated and unused sick leave time.

SECTION 5. WORK RELATED ILLNESS OR INJURY

a. Employees who are off due to injury and are eligible to receive Worker's Compensation Benefits shall be paid under one of the following methods at the employee's option:

I. The employee shall receive his or her standard Worker's Compensation benefits directly from the Worker's Compensation carrier; or

II. The employee shall receive his or her standard salary in the form of sick time and/or

vacation time. The employee may elect one time to switch to Option I. In the event the accrued time has been entirely depleted the employee is automatically switched to Option I. During the time that the employee is paid under Option II, the employer shall receive the Worker's Compensation checks.

b. If, at some later date, medical attention becomes necessary, the employee's supervisor and the Human Resource Director must be notified.

c. When seeking medical aid, the injured employee should inform the hospital/doctor that it is a work-related injury and that the bill should be forwarded to the Village compensation carrier. The name of the carrier can be obtained by telephoning the Human Resources Department.

d. When the Village receives reimbursement under the provisions of the Workman's Compensation Law, the appropriate sick leave and/or vacation shall be reimbursed to the employee.

SECTION 6. CERTIFICATION OF ILLNESS

The Department Head may require a physicians certificate for any absence exceeding three (3) days, where the illness or disability is a long duration, a physician's certificate will be required for each thirty (30) days of continuous absence. An employee shall, however, be allowed to return to work when they furnish to the Employer a physician's certificate.

SECTION 7. NOTIFICATION OF ILLNESS

In order to qualify for sick leave with pay, an employee shall report such illness or disability as promptly as possible and not later than the time that such person is required to report for duty.

SECTION 8. SICK LEAVE COMPENSATION UPON RETIREMENT FROM SERVICE

An employee leaving the service of the Village for any reason whatsoever shall be entitled to receive, within thirty (30) days after the termination of such employment, his full salary for the number of working days credited to such employee for such leave time with pay. In case of death of such employee, such payment shall be made to his estate. This section applies only to employees hired prior to August 1, 1981, and is not available by anyone hired after this date.

SECTION 9. SICK LEAVE BANK

A sick leave bank will be established subject to the following:

a. A committee of five (5) will be called when a written request for sick time is made to the superintendent and Union president. The committee will be called into being by the Union president within two weeks of request.

b. The committee will consist of the superintendent (1): one (1) representative named by the Union: one (1) representative named by the Mayor: two (2) representatives mutually agreed to by the Mayor and the Union president.

c. The committee will act on requests which reflect major sick time loss and will be guided by past history of sick time use.

d. Sick time over that which has been earned will be granted only upon a vote of three (3) or more ayes. Any vote of less than three (3) ayes will result in rejection.

e. The vote will be by secret ballot.

f. The committee's action will be final and not subject to explanation, grievance procedure or arbitration. There will be no provision for appeal.

g. In cases when a member has used all sick time due to serious illness of reasonably long duration the committee may restore time provided there is a pay back provision. The time will be given by the Village and a record kept by the superintendent. The recipient will be required to pay back time on a schedule established by the committee.

h. All records will be kept by the superintendent, with a semi-annual accounting made to the union upon request of the Union president.

i. Copies of each transaction will be presented to all committee members and filed in the superintendent's office.

j. Substitutes for committee members may be made by the mayor in situations whereby a regular committee member cannot perform due to illness or absence.

k. The Village of Endicott and AFSCME Local 826 agree to meet and discuss alternative forms to the current sick leave bank. This shall be accomplished through the Labor Management Forum.

SECTION 10. NEW YORK STATE DISABILITY

The Village shall provide New York State Disability Insurance for all employees in the bargaining unit. Employees will be required to contribute the maximum amount allowed by law, through payroll deduction, for this benefit.

ARTICLE VII LEAVES OF ABSENCE

SECTION 1. ELIGIBILITY REQUIREMENTS

Employees may be eligible for leaves of absence after six (6) months service with the Employer, subject to the discretion of the Village Board of Trustees.

SECTION 2. APPLICATION FOR LEAVES

a. Any request for a leave of absence shall be submitted in writing by the employee to his immediate supervisor. The request shall state the reason the leave of absence is being requested and the length of time off the employee desires.

b. Authorization for a leave of absence shall be furnished as promptly as possible to the employee by the Mayor or the Human Resource Director and it shall be in writing.

SECTION 3. UNION LEAVE

Members of the Union who are elected or designated to attend any function of AFSCME or other affiliated body, shall be granted time off without pay to attend such functions provided ten (10) days advance notice is given to the Employer. Such leave shall be restricted to two employees at one time and shall not exceed five (5) work days per employee per year. In no case shall more than ten (10) work days per year be granted for all such elected or designated members combined. This leave may be denied or canceled in the event of a declared civil emergency.

ARTICLE VIII PAID LEAVES

SECTION 1. BEREAVEMENT LEAVE

In the event of death in the family of an employee, spouse, parents, children, sister, brother, grandparent, father-in-law, mother-in-law, step-children, step-mother, step-father, grandchildren, domestic partner, the employee shall be granted three (3) days leave of absence with full pay to make household adjustments or to attend funeral services.

SECTION 2. JURY DUTY

Employees required to serve on jury duty shall receive their regular wages for those days. Employees must provide documentation for time served in a timely manner. If the employee is paid for jury duty by the Court, the employee must reimburse that amount to the Village.

SECTION 3. MILITARY SERVICE LEAVE

Any employee who is a member of a Reserve Force of the United States or of this State and who is ordered by the appropriate authorities to attend a training program or perform other duties under the supervision of the United States or this State shall be granted a leave of absence during the period of such activity. Said employee shall be paid for a leave of absence up to 30 days or 22 working days, whichever is greater, in any one calendar year and not to exceed 30 days or 22 working days, whichever is greater, in any one continuous period of such absence, as required by New York State Law.

SECTION 4. EDUCATIONAL TRAINING

If an employee is required by the Village or other state authority to take job related educational training, the Village will provide the appropriate time off with pay.

SECTION 5. PERSONAL LEAVE

Employees covered by this Agreement shall be entitled to one personal leave day each calendar year which shall be non-cumulative.

ARTICLE IX HOSPITALIZATION AND MEDICAL BENEFITS

SECTION 1. HEALTH INSURANCE COVERAGE

a. The Employer also agrees that this Village funded coverage shall continue in effect and shall apply only to all active full-time employees and eligible dependents. Bargaining unit members shall be entitled to a \$2.00/\$5.00 co-pay prescription card. This \$2.00/\$5.00 co-pay prescription card requires the bargaining unit member to pay \$2.00 for the cost of generic drug prescriptions and \$5.00 for the cost of non-generic prescription drugs.

b. Each bargaining unit member shall contribute 10 percent of the premium cost of hospitalization and medical insurance sponsored by the Village for either the Individual Plan or Family Plan; however, no bargaining unit member shall be required to contribute more than \$120.00 (\$170.00 effective June 1, 1998, \$190.00 effective June 1, 1999) per annum towards the cost of the Individual Plan/nor more than \$400.00 (\$450.00 effective June 1, 1998, \$475.00 effective June 1, 1999) per annum towards the cost of the Family Plan.

c. Each covered employee who works twenty (20) or more hours a week will be considered full-time employees.

d. Employees on unpaid leaves after one (1) year must pay all premium costs while on leave.

e. The parties agree that this bargaining unit will appoint two (2) unit members to a health care coalition committee administered by the Village. This committee shall study and recommend changes in coverage to AFSCME and other bargaining units to accomplish the purpose of reducing future cost escalations. Any changes in health insurance coverage may not occur without agreement by the unit.

f. Members who retire during the term of this Agreement will continue to pay contributions toward their annual health insurance premiums as denoted in sub-section (b) of this Article.

SECTION 2. HEALTH INSURANCE BUY-OUT

The Village shall pay for each active employee who elects not to participate in the Village of Endicott Family Health Insurance Plan a fixed sum of money, or prorated portion thereof, providing the employee can document access to other comparable paid coverage through an alternative employer or organization membership if the employee voluntarily waives his/her right to Village paid medical insurance.

For each year of the contract the Village will pay the employee the maximum amount equal to the annual premium of the individual rate the Village pays on behalf of an eligible employee to be adjusted as of September 30th of each year.

The employee who elects this alternative instead of participating in the Health Insurance Plan shall inform the Village in writing by the fifteenth (15th) day of the month preceding the month they intend to begin participating in the program.

An employee who elects this alternative to the Health Insurance Plan shall receive a sum of money, or part thereof, on the last pay of March, June, September, and December for the months which they elect participation.

The health insurance buy-out is available only to employees who are currently insured. It is not available to employees who previously elected not to have health insurance.

An employee who later elects to participate in the Health Insurance Plan due to the loss of alternative coverage shall inform the Village in writing by the fifteenth (15th) day of the month preceding the month they intend to begin participation in the Plan.

Employees shall be permitted to elect to participate in the Health Insurance Plan or alternatives only during the Blue Cross/Blue Shield open enrollment periods.

ARTICLE X RETIREMENT PLAN

The Employer shall provide for each eligible employee coverage under 75(i) of the N.Y.S. Improved Retirement Plan at no cost to the employee pursuant to the Retirement Systems regulations. The Employer shall pay the employer share of coverage under the N.Y.S. Retirement for those employees covered by Article 14 of the N.Y.S. Retirement System (Tier 3 members) and for those employees covered by Article 15 of the N.Y.S. Retirement System (Tier 4).

ARTICLE XI OVERTIME

SECTION 1. SHOW-UP TIME

a. Any employee who is scheduled to report for work and who presents himself for work as scheduled shall be assigned work on the job.

b. If work on the job is not available and the employee is excused from duty, he shall be paid at his regular rate for two (2) hours work. If the employee works any part of the two (2) hours, then he shall be paid for four (4) hours or the actual hours worked, whichever is greater.

SECTION 2. CALL TIME

Any employee called for emergency duty in addition to or outside of his regular scheduled shift shall be paid for a minimum of three (3) hours at the rate of time and one-half (1-1/2). Such minimum, if less than three (3) hours are worked, shall be paid only once to an employee during any twenty four (24) hour period worked outside of regular work hours. Any additional call outs during this period shall be paid for on an actual time worked basis at time and one-half (1-1/2).

SECTION 3. PREMIUM RATES OF PAY

Time and one-half (1-1/2) the employee's regular hourly rate of pay shall be paid for all work performed in excess of eight (8) hours in any work day, all work performed in excess of forty (40) hours in any work week and all work performed before or after any scheduled work shifts. In lieu of overtime pay and where the parties agree, compensatory time may be accumulated at the rate of time and one-half (1-1/2) for all hours worked to a maximum of forty (40) hours worked (sixty [60] hours at time and one-half) per calendar year. In no case shall an employee use more than eight (8) hours of compensatory time (ten [10] for pump station employees) per week and in no case shall the taking of compensatory time precipitate the necessity of the use of overtime in the department.

SECTION 4. DISTRIBUTION OF OVERTIME

Overtime work shall be distributed equally to employees working within the same job classification within a department or unit sub-division. The equalization of distribution of overtime shall be accomplished by mutual agreement between the Foreman and the Union Steward with an up-to-date list posted in each department.

SECTION 5. WORK AT EMPLOYEE'S OPTION

Overtime work shall be voluntary. There shall be no discrimination against any employee who declines to work overtime, except for legally declared Civil Emergency.

ARTICLE XII COMPENSATORY TIME APPLICABLE TO WATER PLANT OPERATIONS ONLY

The parties to the Agreement between the Village of Endicott and AFSCME Local 826, Council 66, AFL-CIO agree that compensatory time off in lieu of overtime will be provided for Water Plant Operators according to the following:

a. In lieu of overtime pay and at the employee's option, compensatory time may be accumulated at the rate of time and one-half (1-1/2) for all hours worked to a maximum of forty (40) hours worked (sixty [60] hours at time and one-half). Employees requesting to take accrued compensatory time off shall be permitted to use it if the time off does not unduly disrupt the operations of the Village. A minimum of twenty-four (24) hours notice shall be required for employees requesting compensatory time off.

b. Compensatory time off cannot be attached to accrued Vacation and/or Holiday time off without written authorization of the department head.

c. Cash in by the employee and cash out by the employer shall be consistent with the terms of the Fair Labor Standards Act.

ARTICLE XIII SENIORITY

SECTION 1. DEFINITION

Seniority shall be defined as the length of service in any position covered by this Agreement. Employees, however, shall be credited with years of service since date of hire for benefit purposes.

SECTION 2. PROBATION PERIOD - SENIORITY PURPOSES

All new employees hired shall be considered as probationary employees for the first one (1) year of their employment. When an employee completes his probationary period, he shall be entered on the seniority list. There shall be no seniority among probationary employees. New employees shall be paid one dollar (\$1.00) less per hour than the lowest rate denoted in the Appendix within their job classification. At the end of the probationary period, the employee shall be paid the lowest rate denoted in the Appendix for each respective year within their job classification. However, new employees hired in the labor classification shall have an initial rate of \$7.91 per hour. Those new employees in the labor classification shall not be subject to an increase upon completion of their probationary period. The labor classification initial rate shall, however, be subject to negotiated wage increases as referenced in Article XXII.

SECTION 3. TEMPORARY EMPLOYEES

Employees hired to fill a temporary job opening which later becomes permanent or who are transferred to another permanent position, shall accrue seniority retroactive to their original date of hire.

SECTION 4. BREAKS IN CONTINUOUS SERVICE

An employee's continuous service record shall be broken by voluntary resignation, discharge for just cause and retirement.

SECTION 5. SENIORITY LISTS

A seniority list of all bargaining unit members shall be furnished by the Village every six (6) months if requested by the Union President.

ARTICLE XIV WORK FORCE CHANGES

SECTION 1. LAYOFF

If the employer decides to layoff employees for any reason, the employer shall meet with the Union to review such anticipated layoff at least fourteen (14) days prior to the date notification is given to the employee. When such action takes place, it shall be accomplished by laying off temporary and newly hired probationary employees first. Should the employer decide to further reduce the work force, then regular employees shall be laid off in the inverse order of seniority, subject only to the Civil Service Law of New York State.

SECTION 2. RECALL

a. When the working force in the bargaining unit is increased after a layoff, employees will be recalled in the reverse order to that in which they were laid off. Notice of recall shall be sent to the employee at his last known address by registered mail. If any employee fails to report to work within ten (10) work days from the mailing of notice of recall, he shall be considered a quit. Recall rights for an employee shall expire one (1) year from the date of layoff or a period equal to his seniority, whichever is greater. Written notice of expiration of recall rights shall be sent to the employee at his last known address by registered mail or certified mail.

b. No new employee shall be hired in the bargaining unit until all employees on layoff status desiring to return to work have been recalled.

SECTION 3. TEMPORARY JOB OPENINGS

a. Temporary job openings are defined as vacancies that may periodically develop in any classification because of illness, vacation or leave of absence.

b. Temporary job openings filled by the employee on assignment or reassignment shall be made in terms of a promotion based on seniority and qualification before a new employee is hired. Temporary job assignments shall be considered as training assignments by which an employee may obtain experience that will allow him to qualify for future promotions.

c. Employees assigned to temporary job openings in a classification shall be paid the minimum wage rate for that classification or their own rate, whichever is higher.

d. If an employee has been assigned to fill a temporary job opening five times in a calendar year and work in the opening is still needed, the employer and Union representative shall meet to discuss whether the opening shall be posted and filled, with the employer reserving the right to make the final decision.

e. Notwithstanding anything stated in Article XIV, Section 3, the employer reserves the right to reassign employees to any job or duty performed within their classification.

SECTION 4. PROMOTION

a. The term promotion shall mean the advancement of an employee from a lesser paying position to a higher paying position within the bargaining unit. When an opportunity for promotion exists, the Employer shall post the vacancy together with the salary range of such position for a period of no less than 5 days in all regular work locations within the bargaining unit. In making any appointment which constitutes a promotion, the Employer shall designate, from among those employees who have applied in writing, the most senior employee who meets the qualifications.

b. The promoted employee will be on probation for three (3) months. If the employee fails to provide satisfactory service during any part of the three (3) month time, he will revert back to his former position.

SECTION 5. DEMOTIONS

The term demotion shall mean the assignment of an employee from a higher paying position to lower paying position within the bargaining unit. Demotions shall be accomplished only for the purpose of avoiding layoffs. Should demotions become necessary, they shall be accomplished in inverse order of seniority. An employee being demoted shall have the choice, to be indicated in writing, of whether to accept the demotion or layoff. No demotion shall become effective without the effected employee having received ten (10) days advance notice in writing.

SECTION 6. TRANSFERS

The term transfer shall mean the voluntary assignment or reassignment of an employee to an equal or lower paying position for which he is qualified. Any vacant position within the bargaining unit shall be posted at all regular work locations for a period of not less than five (5) days. Any employee who qualifies for a transfer may request in writing within the above period, that he be assigned or reassigned to the position. When two or more qualified employees request a transfer to a vacant position, the Employer shall honor the request of the most senior qualified employee.

SECTION 7. OUT-OF-TITLE WORK

Out-of-title work may be done for five (5) consecutive days. After working out of title for more than five (5) consecutive days, the pay for the out-of-title work shall be retroactive to day one. For purposes of guiding the supervisor in determining out-of-title work, a list of civil service job descriptions may be found in Appendix "A". This is for illustrative purposes to be used only for this section. These descriptions are non-grievable.

ARTICLE XV DISCIPLINE AND DISCHARGE

SECTION 1. DISCIPLINE

a. Disciplinary action or measures shall include only the following:

ORAL REPRIMAND
WRITTEN REPRIMAND
SUSPENSION (Notice to be given in writing)

While the disciplinary actions set forth herein are intended to be progressive, it is understood that the seriousness of the circumstances in a particular instance may require deviation from these steps.

b. Disciplinary action may be imposed upon an employee only for failing to fulfill his responsibilities as an employee. When any action or measure is imposed or is pending against an employee, then the Employer shall notify the employee and the Union in writing of the charges immediately or prior to the disciplinary action to be taken. The Union may process the matter as a grievance through the regular grievance procedures, including arbitration step, if deemed necessary, except that any hearing provided by Section 75 of the Civil Service Law shall be processed through the arbitration procedure of the Agreement.

c. If the Employer has reason to reprimand an employee, it shall be done in a manner that will not embarrass the employee before other employees or the public.

SECTION 2. DISCHARGE

a. The Employer shall not discharge any employee without just cause. Just cause includes, but is not limited to, the following actions while on duty: drinking alcoholic beverages or working under the influence of alcoholic beverages; using illegal drugs or working under the influence of illegal drugs; stealing. If in any case, the Employer feels there is just cause for discharge, the employee and his steward will be notified in writing in the manner set forth in Section 1 Subsection (b) of this Article, that the employee has been suspended and is subject to discharge. The Union may process the disciplinary action as a grievance.

b. The Union shall have the right to take up the suspension and/or discharge as a grievance matter at Step III (Article XVI, Section 1, c), through the arbitration step, if deemed necessary by either party, except where an employee is subject to the Section 75 of the Civil Service Law. In such cases, any hearing provided for shall be accomplished through the arbitration procedure and all such hearings shall be conducted in private, with no public release made until the final determination is made.

c. Any employee found to be unjustly suspended or discharged, or his penalty reduced, shall be reinstated with full compensation for all lost time and with full restoration of all other rights and conditions of employment. If the Arbitrator finds just cause, they shall have the right to set or modify any penalty given.

ARTICLE XVI GRIEVANCE PROCEDURES

SECTION 1. GRIEVANCES

a. A "grievance" is an alleged violation of the expressed written words found within this agreement.

b. An "aggrieved party" is any covered employee who believed he/she has been injured by misinterpretation of the words in this Agreement. In the event that more than one employee is affected, a class action grievance may be filed by the Union.

c. A grievance shall initially be processed as follows:

STEP I. The Union Steward with the employee shall take up the grievance with the employee's immediate supervisor within ten (10) work days of its occurrence: [if at any time the steward is unaware of the grievance, he shall take it up within ten (10) work days of his knowledge of its occurrence.] The supervisor shall then attempt to adjust the matter and shall respond to the steward within ten (10) work days.

STEP II. If the grievance has not been settled, it shall be presented in writing by the Union steward to the Department Head within five (5) work days after the supervisor's response is due. The Department Head or his designee shall respond to the Union Steward in writing within ten (10) work days.

STEP III. If the grievance still remains unadjusted, it shall be presented by the Union Steward and/or his representative to the Mayor or his designee in writing within five (5) work days after the response of the Department Head is due. The Mayor or his/her designee shall schedule and hold a meeting within fifteen (15) work days after receipt of the grievance with the Council 66 Area Representative, Union President or Vice-President and grievant. The Mayor or designee shall, within seven (7) work days of such meeting, set forth his answer in writing with a copy to the local Union President.

STEP IV. If the grievance is still unsettled, either party may, within thirty (30) days after the reply of the Mayor or designee is due, by written notice to the other, request arbitration.

SECTION 2. ARBITRATION PROCEDURE

a. The arbitration proceedings shall be conducted in accordance with the Rules of Procedure of the New York State Public Employment Relations Board (PERB).

b. The decision of the arbitrator shall be final and binding on the parties, and the arbitrator shall be requested to issue his/her decision within thirty (30) days after the close of the hearing.

c. It is understood and agreed that no arbitration panel functioning under this step of the grievance procedure shall have any power to amend, modify or delete any provisions of this Agreement or have the power to set rates of pay or other terms and conditions of employment as a result of any impasse in negotiations that may occur, except as may be voluntarily agreed upon in writing by both the Employer and the Union.

d. Expenses for the arbitration panel's services and the proceedings shall be borne equally by the Employer and the Union. However, such party shall be responsible for compensating its own representatives and witnesses. If either party desires a verbatim record of the proceedings, it may cause such a record to be made, providing it pays for the record and makes copies available without charge to the other party and to the arbitrator.

SECTION 3. GRIEVANCE COMMITTEE

Any grievance committee meetings with the Employer held during working hours shall be without loss of time or pay.

SECTION 4. PROCESSING GRIEVANCES DURING WORKING HOURS

Grievance committee members may investigate and process grievances during working hours without loss of pay. Prior notification must be given to the committee member's supervisor.

SECTION 5. SAFETY COMMITTEE

The Union will have representation on the Village Safety Committee which consists of representatives from all Village Departments. The Committee is responsible for:

1. Conducting regular safety meetings to discuss general safety issues and concerns. The meetings will be held during regular work hours. Attendance at these meetings will not result in any loss of pay.
2. Coordinating and monitoring safety training for Village employees.
3. Reviewing accident/injury reports and making recommendations for possible preventative measures.
4. Making inspections to detect unsafe physical conditions or work practices.

5. Making recommendations in regard to protective equipment or devices.
6. Promoting safety for employees and making the safety program known to all employees.
7. Monitoring all Village Departments to assure they are in compliance with PESH requirements in regard to safety policies, procedures, training, protective equipment, etc.

SECTION 6. LABOR MANAGEMENT FORUM

Conferences shall be held between representatives of the Employer and at least three (3) representatives of the Union on important matters, which may include the discussion of procedures for avoiding future grievances and other methods of improving the relationship between the parties upon request of either party. Arrangements for such meetings shall be made in advance and shall be held at reasonable hours as mutually agreed upon by the parties. Employees acting on behalf of the Union shall suffer no loss of time or pay should such meetings fall within their regular work hours. An agenda shall be furnished by the Association 48 hours prior to the meeting.

SECTION 7. SAFETY ENFORCEMENT

No employee shall be required to perform work that endangers his/her or any other employee's health or physical safety or under conditions which are in violation of the health and safety rules, or any local, state or federal health or safety laws. An employee's refusal to perform such work shall not warrant or justify any present or future disciplinary action.

ARTICLE XVII STRIKES AND LOCKOUTS

SECTION 1. STRIKES

It is recognized that continued and uninterrupted operation of the Village departments and agencies is of paramount importance to the citizens of the community and there should be no interference with such operation. The parties hereto agree that there will not be and that the Union, its officers, members, agents or principals will not engage in, encourage or sanction strikes, slowdowns, walkouts, mass resignations, mass absenteeism or other similar actions which would involve suspension of, or interference with normal work performance. The Village shall have the right to discipline or discharge any officer encouraging, formulating or participating in a strike, slowdown or other such interference.

SECTION 2. LOCKOUTS

The Employer agrees that there shall be no lockout of employees during the term of this Agreement, nor will any employees covered by this Agreement be required to act as strike breakers.

ARTICLE XVIII CONTRACTING AND SUB-CONTRACTING PUBLIC WORK

During the term of this Agreement, the Employer shall notify the Union thirty (30) days in advance of the decision by the Employer to contract or sub-contract any public work normally performed by employees covered by this Agreement that would mean their displacement. Notwithstanding the above, the final decision for such action shall be at the discretion of the Employer and in accordance with the law.

ARTICLE XIX GENERAL PROVISIONS

SECTION 1. PLEDGE AGAINST DISCRIMINATION AND COERCION

a. The provisions of this Agreement shall be applied equally to all employees in the bargaining unit without discrimination as to age, sex, marital status, race, color, creed, national origin or political affiliation. The Union shall share equally with the Employer the responsibility for applying this provision of the Agreement.

b. All references to employees in this Agreement designate both sexes and wherever the male gender is used it shall be construed to include male and female employees.

c. The Employer agrees not to interfere with the rights of employees to become members of the Union, and there will be no discrimination, interference, restraint or coercion by the Employer or any Employer representative against any employee because of Union membership or because of any employee activity in an official capacity on behalf of the Union or for any other reason.

d. The Union recognizes its responsibility as bargaining agent and agrees to represent all employees in the bargaining unit without discrimination, interference, restraint or coercion.

SECTION 2. UNION ACTIVITIES ON EMPLOYER'S TIME AND PREMISES

The Employer agrees that during working hours, on the Employer's premises and without loss of pay and with prior notification to a supervisor or the Human Resource Director, one steward from each department (parks, water, street, golf course, centralized garage) be allowed to:

- post Union notices;
- distribute Union literature;
- solicit Union membership during other employee's non- working time;
- transmit communications, authorized by the Local Union or its officers to the Employer or his representatives;
- consult with the Employer, his representatives, Local Union officers or other Union representatives concerning the enforcement of any provisions of the Agreement.

SECTION 3. CONTRACT NEGOTIATIONS

The Employer will give release time with pay for up to three (3) members of the Local Union Unit Contract Negotiating Team to participate in contract negotiations, if such time falls during regular work hours.

SECTION 4. UNIFORMS AND PROTECTIVE CLOTHING

a. Three (3) uniforms, rainwear, when necessary, and one (1) jacket, the type and cost of which shall be determined by mutual agreement between the Department Head and the Union, shall be furnished to the employees by the Employer, the cost of which shall be paid by the Employer. The authority for such purchase shall rest with the Employer. All employees in the bargaining unit shall receive for the purchase of steel toe safety shoes, that meet OSHA standards, an annual footwear allowance of fifty dollars (\$50.00) upon presentation of receipt of payment by voucher.

b. ALL clothing and apparel issued to employees shall not be for personal use, but for job-related activity. Replacement shall be on a fair wear and tear basis, with an employee required to produce any worn out item before replacement is made.

c. Gloves for employees will be supplied. Replacement of gloves will be on a condition that the old gloves are turned in prior to receiving a new pair. Lost or misplaced gloves will not be replaced at Village expense.

SECTION 5. EMPLOYEE AUTOMOBILE

No employee shall be obligated to use their personal automobile on Village business.

SECTION 6. DISABLED EMPLOYEES

The Employer shall make every effort to place employees who become partially disabled on their present jobs, on work which they are able to perform as determined by the Village. Medical recommendation will be required.

SECTION 7. PERSONNEL PRACTICES

a. ALL titles contained herein are used for classification and wage rate determination only. ALL current and applicable Civil Service Laws with regard to classification shall apply to all employees covered by this Agreement.

b. The Village has the right to assign necessary job assignments without pre-scheduling, providing that the employee is physically capable of performing such assigned duties.

SECTION 8. FLUSHING TIME

The Village will continue the practice of paying six (6) hours time for work commonly referred to as "flushing time" per present practice (two hours actual work time).

SECTION 9. PERFORMANCE EVALUATION

The Village and AFSCME agreed to the implementation of a formal evaluation system for employees. The evaluation procedure has been mutually agreed upon by the parties during discussions on 5/29/98.

Kerry

ARTICLE XX MANAGEMENT RIGHTS

It is recognized that management of Village Government, control of its properties and the maintenance of order and efficiency are solely responsibilities of the Village. Accordingly, the Village retains the rights, including but not limited to, to select and direct the working forces, including the right to hire, suspend or discharge for cause, assign, promote or transfer, to determine the amount of overtime to be worked, decide the number and locale of its facilities, stations, etc., maintenance and repair, amount of supervision to be utilized, schedules of work, together with the selection, procurement, designing, engineering and control of equipment and material; purchase services of others, contract or otherwise, except as they may be otherwise specifically limited in this Agreement and to make reasonable and binding rules which shall not be inconsistent with this Agreement. The exercise of these rights shall not be grievable.

Grievances may be settled between management and stewards and/or designated union officials only - there will be no requirement for other parties involvement in the resolution of grievances.

ARTICLE XXI DURATION OF AGREEMENT

This agreement shall be effective as of June 1, 1997 and remain in full force and effect until the 31st day of May, 2000.

ARTICLE XXII WAGE INCREASES

SECTION 1. WAGE SCHEDULES

All employees covered by this Agreement shall be compensated in accordance with the hourly wage rates set forth in Appendix "A" of this Agreement.

Effective June 1, 1997 increase all classifications by 2.75%.

Effective June 1, 1998 increase all classifications by the U.S. December to December Consumer Price Index for Urban Wage Earner and Clerical Workers (CPI-W) however, in no event shall the increase be below 2.6% or above 2.8%.

Effective June 1, 1999 increase all classifications by the U.S. December to December Consumer Price Index for Urban Wage Earner and Clerical Workers (CPI-W) however, in no event shall the increase be below 2.6% or above 2.8%.

SECTION 2. STAND-BY

a. It is agreed that one (1) employee of the department will be available for call in for a period of one (1) week Friday P.M. through Friday A.M. The stand-by employees shall receive fifteen (15) hours regular pay for the stand by assignment. In addition he shall be compensated at the rate of time and one-half (1-1/2) for actual time worked, with a minimum of two (2) hours for each call in.

ARTICLE XXIII TOTAL AGREEMENT

The foregoing constitutes the entire Agreement between the parties and no verbal statement or other amendments, except an amendment mutually agreed upon between the parties and in writing annexed hereto designated as an amendment to this Agreement shall supersede or vary the provisions herein.

IN WITNESS WHEREOF, the parties hereto have set forth their hands and seals this

24 day of February, 19 99.

FOR THE VILLAGE OF ENDICOTT, NEW YORK:

David J. Aron
Mayor

2/24/99
Date

VILLAGE OF ENDICOTT, LOCAL 826, AMERICAN FEDERATION, OF STATE, COUNTY AND
MUNICIPAL EMPLOYEES, AFL-CIO:

Donald L. D. Rizzo
President, Local 826

2/24/99
Date

Raymond E. L. Thompson
AFSCME Council 66

2/24/99
Date